#### THE FINANCE EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH GRADY MEMORIAL HOSPITAL CORPORATION ON BEHALF OF THE ATLANTA FIRE RESCUE DEPARTMENT FOR THE PURPOSE OF UTILIZING GRADY EMERGENCY MEDICAL SERVICES (EMS) AS THE PRIMARY BACK-UP SERVICE FOR EMERENCY AND NON-EMERGENCY TRANSPORTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND FOR OTHER PURPOSES.

WHEREAS, the Airport Fire Division of the City of Atlanta Rescue Department ("Airport Fire Division") is responsible for providing fire protection, fire prevention, code enforcement, hazardous materials abatement, and emergency medical services for the Hartsfield-Jackson Atlanta International Airport (the "Airport") community; and

WHEREAS, the Airport Fire Division is responsible for protecting the "World's Busiest Airport", which hosts an average of 200,000 passengers per day; and

WHEREAS, the Airport Fire Division provides superior emergency medical service, including advanced cardiac life support and patient transports for the Airport 365 days a year; and

WHEREAS, the Airport Fire Division transported approximately 1,441 patients to local hospitals in fiscal year 2010; and

WHEREAS, the Airport Fire Division currently has 3 front line ambulances for transport; and

WHEREAS, additional ambulances are periodically needed to augment medical care, transport personnel, resources, and provide emergency medical coverage to the Airport; and

WHEREAS, with the exception of the Airport, Grady EMS is designated by the State of Georgia as the sole provider of ambulance services for the City of Atlanta and Fulton County and owns and operates an ambulance service; and

WHEREAS, Grady desires to function as a back-up emergency ambulance service to the Airport in the event of the need for emergency ambulance service at the Airport; and

WHEREAS, the Parties acknowledge that extension of coordination between the City and Grady is imperative to ensuring public safety and realizing medical care efficiencies.

## THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVED, as follows:

**SECTION 1:** The Mayor or his designee is hereby authorized to into an agreement with Grady Emergency Medical Services (EMS) on behalf of the Atlanta Fire Rescue Department for the purpose of utilizing Grady EMS as the primary back-up services for emergency and non-emergency transports at Hartsfield-Jackson International Airport.

**SECTION 2:** The Mayor is hereby authorized to execute on behalf of the City of Atlanta, Georgia, that intergovernmental Agreement entitled, "Memorandum Of Understanding", in substantial form to that document attached as Exhibit "A", hereto for the mutual provision of emergency and non-emergency transports between the Grady Memorial Hospital Corporation and the City of Atlanta at Hartsfield-Jackson Atlanta International Airport.

**SECTION 5:** That said agreement will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to TSA.

**SECTION 4:** That all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND GRADY MEMORIAL HOSPITAL CORPORATION

#### WITNESSETH:

WHEREAS, the Airport Fire Division of the City of Atlanta Rescue Department ("Airport Fire Division") is responsible for providing fire protection, fire prevention, code enforcement, hazardous materials abatement, and emergency medical services for the Hartsfield-Jackson Atlanta International Airport (the "Airport") community; and

WHEREAS, the Airport Fire Division is responsible for protecting the "World's Busiest Airport", which hosts an average of 200,000 passengers per day; and

WHEREAS, the Airport Fire Division provides superior emergency medical service, including advanced cardiac life support and patient transports for the Airport 365 days a year; and

**WHEREAS**, the Airport Fire Division transported approximately 1,441 patients to local hospitals in fiscal year 2010; and

WHEREAS, the Airport Fire Division currently has three (3) front line ambulances for transport; and

WHEREAS, additional ambulances are periodically needed to augment medical care, transportation personnel and resources and provide emergency medical coverage to the Airport; and

WHEREAS, with the exception of the Airport, Grady EMS is designated by the State of Georgia as the sole provider of ambulance services for the City of Atlanta and Fulton County and owns and operates an ambulance service; and

WHEREAS, Grady desires to function as a back-up emergency ambulance service to the Airport in the event of the need for emergency ambulance service at the Airport; and

WHEREAS, the Parties acknowledge that extension of coordination between the City and Grady is imperative to ensuring public safety and realizing medical care efficiencies.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the parties hereunto agree as follows:

#### ARTICLE 1.

#### **SERVICES**

Upon request, Grady shall provide emergency and non-emergency ambulance services to patients at the Airport in accordance with requests from the Atlanta Fire Division, through the Airport's public safety answering point, commonly known as the Centralized Command and Control Center (hereinafter referred to as the "C-4"). Grady shall:

- 1. Comply with all policies and procedures of the Airport Fire Division when engaged in the response, treatment, transfer, care, and transport of patients.
  - 2. Assist the Airport Fire Division with both emergency and non-emergency medical service within an operations plan mutually agreed upon between the parties that is efficient

and benefits the Airport Fire Division's operations and the general well being of the citizens it serves.

- 3. Adhere to the following response times: a. **Emergency Response:** arrive at staging location within 12 minutes, with 90% accuracy from time of request from the C-4 and b. **Non-Emergency response:** arrive within 15 minutes with 90% accuracy from time of request from the C4.
- 4. Adhere to the rules and regulations related to ambulance coverage at the Airport, which are set forth in Exhibit "A". The City may amend or replace Exhibit "A" from time to time upon thirty (30) days prior written notice to Grady.
- 5. Grady shall comply, at its own expense, with the TSA and the City's security requirements for the Airport including, but not limited to employee training and badging. Grady shall cooperate with the TSA and the City on all security matters and shall promptly comply with any security arrangements established by the City. Airport security information is available on the Airport's Security website: (<a href="https://www.atlanta-airport/business/security">www.atlanta-airport/business/security</a>).
- 6. Provide a Positron One Button transfer directly between the City and Grady's dispatch center. Numbers that connect to voice mail, mobile phones or electronic call distribution systems are unacceptable.
- 7. Staff ambulances with at least one (1) paramedic currently licensed to practice in the State of Georgia and one (1) emergency medical technician ("EMT") currently licensed to practice in the State of Georgia *on all responses*.
- 8. Have a representative available twenty-four (24) hours a day, seven (7) days a week to respond to all inquiries, problems, or concerns. This agent shall be authorized by Grady EMS to

speak on behalf of the management of Grady EMS and to immediately address and correct any deficiency that may impact patient care.

- 9. Advise C-4 of a reasonably accurate estimated time of arrival ("ETA") to the Airport for each response.
- 10. Notify C-4 immediately of any circumstance that would extend the given ETA by more than five (5) minutes beyond the original estimate or which causes the response to be aborted.
- 11. Transport patients according to the Georgia Department of Human Resources Ambulance Rules and Regulations concerning patient destination without regard to the patient's ability to pay prior to transport.
- 12. Transport patients based on the patient's condition and clinical needs in accordance with OEMST Rules and Regulations §290-5-30-.02-(lll), §290-05-30-.07(l), and O.C.G.A. §31-9-2.
- 13. Ensure that all vehicles and equipment involved in the care and transport of patients are maintained in good mechanical working order.
- 14. Ensure that all vehicles used to transport patients are maintained and equipped as advanced life support ambulances in accordance with all applicable laws and regulations.
- 15. Ensure that all vehicles used to transport patients are maintained in a clean condition, free of waste, contaminants, soiled linen, offensive odors, and anything that may endanger or cause unnecessary discomfort to a patient.
- 16. Ensure that all vehicles are appropriately licensed and registered in accordance with all applicable laws and regulations.
- 17. Ensure that drivers of ambulances possess a valid government issued driver's license.
- 18. Grady agrees to provide the names and certified motor vehicle records (MVRs) of any or all ambulance drivers in their employ that provide and/or provided services to Airport Fire

Division according to this Agreement, as maintained by the Georgia Department of Public Safety, and as reasonably requested by the Airport Fire Division to comply with its policies and/or procedures and/or regulatory requests made according to applicable laws, rules, and/or regulations.

- 19. Grady agrees to provide a listing of personnel that provide and/or provided services to Airport Fire Division according to this Agreement, along with their Georgia emergency medical services ("EMS") licensure numbers as reasonably requested by the Airport Fire Division to comply with its policies and/or procedures and/or regulatory requests made according to applicable laws, rules, and/or regulations.
- 20. Provide the Airport Fire Division access to all EMS training and continuing education records of employees that provide and/or provided services to Airport Fire Division according to this Agreement as reasonably requested by the Airport Fire Division to comply with its policies and/or procedures and/or regulatory requests made according to applicable laws, rules, and/or regulations...

#### 21. Commercial General Liability Insurance

Grady must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000.00** per occurrence subject to a **\$2,000,000.00** aggregate.

#### Commercial Automobile Liability Insurance

Grady must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000.00** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

In addition and in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **ten million** (\$10,000,000.00) combined single limit for personal injury and property damage. The \$10,000,000.00 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

- 22. Ensure that all employees wear an appropriate uniform that prominently displays the name and level of certification of each employee.
- 23. Provide their employees with appropriate infectious diseases protective wear, barrier devices, and general safety wear for use in unsafe environments.
- 24. Provide the Airport Fire Division with the name, address, telephone number, medical license number, and area of specialty of Grady's medical director.

Ensure that each employee understands his/her responsibility:

- i. To adhere to the policies, standard of care, and practices of the Airport Fire Division and the Department of Aviation ("DOA") when operating at the emergency scene, which are set forth in Exhibit A and the Airport Security's website: (www.atlanta-airport/business/security); and
- ii. To keep confidential any and all health and medical information pertaining to any patient.
- 25. Inform and train employees of appropriate infection control policies and procedures and other training as required in accordance with the Occupational Safety & Health Administration ("OSHA") regulations and of other applicable regulatory agencies.
- 26. Submit charges for service directly to the patient or his/her assigns without involvement of the Airport Fire Division.
- 27. Notify the Airport Fire Division in writing within twenty-four (24) hours of any and all problems, accidents, injuries, complaints, or mechanical difficulties with regard to services

provided under this Agreement. Such notification shall be directed to the EMS Section Chief of the Airport Fire Division.

- 28. Notify the Airport Fire Division immediately upon receiving communication from the Georgia Department of Human Resources, Office of Emergency Medical Services and Trauma indicating suspension or revocation of the ambulance license held by Grady or of any suspension or revocation of the medical licensure of any of its employees. Written documentation shall follow within twenty-four (24) hours.
- 29. Provide the Airport Fire Division with a copy of the current ambulance license held by Grady.
- 30. Maintain workers compensation insurance, unemployment insurance and furnish written proof of such compliance to the Airport Fire Division, if requested.
- 31. Provide the Airport Fire Division with the name of the president and Chief Executive Officer ("CEO") of Grady, and the names, addresses, and telephone numbers of any individual with fifty percent (50%) or more proprietary interest.
- 32. Upon request, provide the Airport Fire Division with a Quality Improvement Plan, as well as any identified patient care or operational concerns and actions taken under this plan.
- 33. Produce Patient Care Reports ("PCRs") for those patients transported by Grady according to this Agreement as reasonably requested by the Airport Fire Division to comply with its policies and/or procedures and/or regulatory requests made according to applicable laws, rules, and/or regulations.

#### **ARTICLE 2.**

#### RESPONSIBILITIES OF THE AIRPORT FIRE DIVISION

The Airport Fire Division will serve as the lead transportation agency and will coordinate all necessary emergency response ambulances for passengers, employees, and visitors utilizing the Airport. The Airport Fire Division shall:

- 1. Work with Grady to maintain an environment that provides quality patient care and quality services.
- Provide airport awareness training to Grady and its employees on the Airport Fire Division's policies and procedures as they relate to the emergency medical services provided under this Agreement.
- 3. Meet at least once per year with Grady to review services provided under this Agreement.
- 4. Retain the right to temporarily suspend this Agreement without formal notice until such time as any issue relating to the provision of services under the Agreement is resolved to the satisfaction of the Airport Fire Division.

#### ARTICLE 3.

#### **ASSISTANCE REQUESTS**

While this Agreement provides no guarantees or assurances to Grady concerning frequency of requests for service, number of patients available for transport, ability of patients to pay for services, or any other variable, the Atlanta Fire Division will seek to utilize Grady as its primary back-up for emergency and non-emergency transports.

#### **ARTICLE 4.**

#### **TERM OF AGREEMENT**

This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue until December 31. This Agreement shall be reviewed and renewed annually by the Parties on January 1st, and each year thereafter on January 1st for up to five (5) additional years, unless and until such time as written notice of termination or notification is received by either Party at least thirty (30) days prior to the expiration of the term of the first term or any renewal term thereafter.

#### ARTICLE 5.

#### **NOTICES**

Any notices required under this Agreement shall be delivered by certified mail, return receipt requested, or delivered by hand and shall be directed to the following persons at the addresses indicated:

To the Fire Department: Airport EMS Chief

Airport Fire Administration 720 Doug Davis Drive Hapeville, GA 30354

With a copy to: City of Atlanta: Deputy City Attorney, Aviation Division

Department of Law 68 Mitchell Street, S.W.

Suite 4100

Atlanta, Georgia 30303

To Grady: Grady Memorial Hospital Corporation d/b/a

Grady Health System

80 Jesse Hill Jr. Drive, S.W. Atlanta, Georgia 30303 Attn: Vice President of EMS With a copy to:

Grady Memorial Hospital Corporation d/b/a

Grady Health System

80 Jesse Hill Jr. Drive, S.W.

P.O. Box 26145

Atlanta, Georgia 30303

Attn: Sr. Vice President of Legal Affairs/General

Counsel

#### **ARTICLE 6.**

#### **CHANGES TO AGREEMENT**

This Agreement may be modified or amended by mutual consent provided any and all modifications or amendments shall be in writing and signed by the Section Chief of EMS or his designee and the Chief Executive Officer or his designee.

#### ARTICLE 7.

#### **INJURIES TO PERSONNEL**

Any damage or other compensation which is required to be paid to any employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

#### ARTICLE 8.

#### **COMPENSATION**

No Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement. The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties. The Parties to this Agreement shall comply with workers\_compensation laws of the State of Georgia without any cost to the other Party. The Parties shall pay its own personnel without cost to the other party.

#### ARTICLE 9.

#### NO BENEFIT TO THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### ARTICLE 10.

#### **TERMINATION**

The City shall have the right to terminate this Memorandum of Understanding for its convenience by giving Grady thirty (30) days prior written notice to do so and by specifying the effective date of such termination. Further, if Grady fails to fulfill any of its obligations, the City may, by giving written notice to Grady, terminate this Memorandum of Understanding with Grady for such default. Grady may terminate this Agreement upon written notice to the City not less than thirty (30) days prior to the effective date of said termination.

#### ARTICLE 11.

#### **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Georgia. Jurisdiction and venue shall be in the federal and state courts located in Atlanta, Fulton County, Georgia.

#### **ARTICLE 12.**

#### INDEMNITY AND HOLD HARMLESS

To the fullest extent allowed by law, Grady shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against all suits, actions, legal or administrative proceedings, awards, claims, damages, demands, judgments, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, arising from personal injury to

or property damage, including, without limitation, those arising out of injury to or death of Grady's employees, officers, agents ( or anyone employed by Grady), the employee's family members, or any third party, whether arising before or after the term of this Memorandum of Understanding which allegedly arise out of any intentional bad act or omission or negligent act or omission of Grady of any one employed by Grady or any of Grady's and/or subcontractor's/sub-consultant's officers, or agents, whether active or passive in connection with the services provided under this Agreement.

#### ARTICLE 13.

#### **INCORPORATION OF EXHIBITS**

All exhibits, schedules, and other documents (or any subsequent exhibits, schedules, or other documents thereto), attached to this Agreement are incorporated within this Agreement as if set forth fully herein.

#### ARTICLE 14.

#### **LEGAL CONSTRUCTION**

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid, illegal or enforceable provision had never been contained in this Agreement.

#### **ARTICLE 15.**

#### **EXCLUSION OF CERTAIN DAMAGES**

Neither Party shall be liable under this Agreement to the other Party or to any third party for any consequential, indirect, punitive or special damages.

#### ARTICLE 16.

#### **EXTENT OF AGREEMENT**

This Memorandum of Understanding represents the entire Agreement between the City and Grady with respect to the subject matter of this Agreement and supersedes any prior understandings whether written or oral between the City and Grady. The Parties agree that this Memorandum of Understanding shall not become binding on the City, and the City shall incur no liability upon the same, until the Agreement has been executed by the Mayor, officially sealed by the City Clerk and delivered to Grady.

#### **ARTICLE 17.**

#### **HEADINGS**

Division of this Agreement into sections and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement, or any provision hereof.

#### ARTICLE 18.

#### **NO ASSIGNMENT**

Grady is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the City.

**IN WITNESS WHEREOF,** the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

GRADY MEMORIAL HOSPITAL CORPORATION D/B/A GRADY HEALTH SYSTEM	CITY OF ATLANTA, GEORGIA	
BY:	BY:	
Signatory	Mayor, City of Atlanta	
	Attest:	
	Municipal Clerk, City of Atlanta	
	BY:	
	Fire Chief, Atlanta Fire Rescue	
APPROVED AS TO FORM:		
	BY: Attorney, City of Atlanta	
	AHOMEV, CHV OF AHANIA	

## **EXHIBIT "A"**

### **AFD.SOP.03.55**

# Ambulance Coverage at Hartsfield-Jackson Atlanta International Airport

#### TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE	ATTN: CANDACE L. BYRD
Dept.'s Legislative Liaison: Wilmond Meadow	S
Contact Number: (404) 449-2682	
Originating Department: Fire Rescue Departm	ent
Committee(s) of Purview:	
Chief of Staff Deadline: May 27, 2011	
Anticipated Committee Meeting Date(s): June	2 15, 2011
Anticipated Full Council Date: June 20, 201	1
Legislative Counsel's Signature:	
Commissioner's Signature:	Tohan
Chief Information Officer Signature (for IT Procurent	nents)
Chief Procurement Officer Signature:	
CAPTION	
A RESOLUTION AUTHORIZING THE MAYOR OF AGREEMENT WITH GRADY MEMORIAL HOST THE ATLANTA FIRE RESCUE DEPARTMENT GRADY EMERGENCY MEDICAL SERVICES SERVICE FOR EMERENCY AND NON-EMERGING JACKSON ATLANTA INTERNATIONAL AIRPORT	PITAL CORPORATION ON BEHALF OF FOR THE PURPOSE OF UTILIZING (EMS) AS THE PRIMARY BACK-UP ENCY TRANSPORTS AT HARTSFIELD-
FINANCIAL IMPACT: (if any) - NA	
Mayor's Staff Only	
Received by CPO: R	eceived by LC from CPO:(date)
Received by Mayor's Office: 5.11. (date)	Reviewed by: (date)
Submitted to Council:(0	late)

<u>Part II: Legislative White Paper:</u> (This portion of the Legislative Request Form will be shared with City Council members and staff)

#### A. To be completed by Legislative Counsel:

Committee of Purview: Transportation Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH GRADY MEMORIAL HOSPITAL CORPORATION ON BEHALF OF THE ATLANTA FIRE RESCUE DEPARTMENT FOR THE PURPOSE OF UTILIZING GRADY EMERGENCY MEDICAL SERVICES (EMS) AS THE PRIMARY BACK-UP SERVICE FOR EMERENCY AND NON-EMERGENCY TRANSPORTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND FOR OTHER PURPOSES.

Council Meeting Date: June 20, 2011

Requesting Dept.: Fire Rescue

**FAC Confirmed by:** 

#### B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to authorize the Mayor or his designee to enter into an agreement with the Grady Memorial Hospital Corporation on behalf of the Atlanta Fire Rescue Department for the purpose of providing emergency and non-emergency transports at Hartsfield-Jackson Atlanta International Airport.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The Atlanta Fire Rescue Department's Airport Division provides fire, emergency medical, prevention, hazardous material, and other services to the visitors and workers of Hartsfield-Jackson Atlanta International Airport (HJAIA) 365 days a year. The Airport Fire Division transported approximately 1,441 patients to local hospitals in FY2010 with only three (3) front-line transport units. To meet the increasing demands, additional ambulances are periodically needed to augment medical care, transportation, and EMS coverage at the HJAIA.

3. <u>If A</u>	pplicable/Known:		
(a)	Contract Type (e.g. Professional	I Services, Construction Agreement,	etc): Professional Services
(b)	Source Selection: NA		
(c)	Bids/Proposals Due: NA		
(d)	Invitations Issued: NA		
(e)	Number of Bids: NA		
(f)	Proposals Received: NA		
(g)	Bidders/Proponents: NA		
(h)	Term of Contract: 12 months		
4. Fur	d Account Center (Ex. Name and	number):	
Fund:	Account:	Center:	
5. Sou	rce of Funds: NA		
6. Fis	cal impact: NA		
	ole: This legislation will result in a Number	reduction in the amount of	to Fund Account
7. Met	hod of Cost Recovery: NA		
Examp	les:		

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.

This Legislative Request Form Was Prepared By: Wilmond Meadows, (404) 449-2682